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7 Attorneys for Plaintiff
AUTODESK, INC.

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA
10 SAN JOSE DIVISION

11 AUTODESK, INC., a Delaware
corporation,

12 Plaintiff,
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14 v.

15 FLORIDA BENCHMARK, INC., a Florida
corporation,

16 Defendant.
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CASE NO. C07-00848 JW

**STIPULATION; ORDER OF DISMISSAL;
RETENTION OF JURISDICTION**

1 The parties to this action, by and through their respective counsel signing below, hereby
2 stipulate to the following:

3 1. Florida Benchmark, Inc., ("Defendant") and its officers, principals, agents,
4 servants and employees, and all other persons affiliated with Defendant, shall not, anywhere in
5 the United States, unlawfully copy, reproduce, manufacture, duplicate, disseminate, distribute, or
6 use any unauthorized copies of copyrighted computer software products of Plaintiff that are the
7 subject of this proceeding including, but not limited to:

8 a. Autodesk software; and
9 b. any corresponding reference manuals and documentation relating to the
10 software products identified in Section 1(a).

11 2. The remaining claims for relief in this action have been settled with certain
12 additional obligations to be performed by the parties pursuant to the settlement. Further, the
13 parties agree that this Court is to retain complete jurisdiction over the settlement of the action.

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1 The remaining action is hereby dismissed without prejudice provided, however, that this
2 Court shall expressly retain complete jurisdiction to vacate the dismissal to reopen the action to
3 enforce performance of the terms of the parties' settlement agreement, and the parties to this
4 action consent to the jurisdiction of the Court for said purposes.

5 DONAHUE GALLAGHER WOODS LLP

6 Dated: _____

7 By: _____
8 Julie E. Hofer
9 Attorneys for Plaintiff
10 AUTODESK, INC.

11 FLORIDA BENCHMARK, INC.

12 Dated: 8-30-07

13 By: Marcel G. Mayer
14 Marcel G. Mayer
15 President

16 KRUK & DOUGH, INC.

17 Dated: _____

18 By: _____
19 Grayden Dough, Esq.
20 Attorney for Defendant
21 FLORIDA BENCHMARK, INC.

22 PURSUANT TO STIPULATION, IT IS SO ORDERED

23 Dated: _____

24 By: _____
25 U.S. District Judge

1 The remaining action is hereby dismissed without prejudice provided, however, that this
2 Court shall expressly retain complete jurisdiction to vacate the dismissal to reopen the action to
3 enforce performance of the terms of the parties' settlement agreement, and the parties to this
4 action consent to the jurisdiction of the Court for said purposes.

5 DONAHUE GALLAGHER WOODS LLP
6 Dated: 10/31/07 By: Julie E. Hofer
7 Julie E. Hofer
8 Attorneys for Plaintiff
9 AUTODESK, INC.

10 FLORIDA BENCHMARK, INC.
11 Dated: _____ By: _____
12 Marcel G. Mayer
13 President

14 KRUK & DOUGH, INC.
15 Dated: 9/5/07 By: Grayden Dough
16 Grayden Dough, Esq.
17 Attorney for Defendant
18 FLORIDA BENCHMARK, INC.

19 PURSUANT TO STIPULATION, IT IS SO ORDERED

20 All previously scheduled hearing dates and deadlines are terminated before the Court.
21 The Clerk shall close the file.

22 Dated: November 5, 2007 By: James W. Hise
23 U.S. District Judge